

respect of some dealings in stocks, entirely unconnected with the agreement of sale.

*Held*, that such damages could not be set off against the assigned debt in the hands of the plaintiff.

Under s. 39(f) of the King's Bench Act, R.S.M. 1902, c. 40, anything of which the debtor could avail himself as an equitable set off to the assigned debt would be a defence to which the assignment would be subject, but a counterclaim for unliquidated damages arising out of a cause of action in no way connected with the claim assigned is not a defence or set-off, which would at any time have been recognized in a court of equity.

*Government of Newfoundland v. Newfoundland Ry. Co.*, 13 A.C. 199, distinguished.

*O'Connor* and *Blackwood* for plaintiff. *Affleck*, for defendant.

Full Court.]

TEAGUE v. SCOULAR.

[May 6.

*Promissory note—Presentment for payment—Pleading in County Court action.*

1. Under section 95 of the County Courts Act, R.S.M. 1902, c. 38, a plaintiff suing upon a promissory note payable at a particular place is not required to allege presentment for payment or to prove it at the trial unless non-presentment is set up by the defence.

2. Under ss. 114, 116 and 118 of the Act, a defendant intending to rely on non-presentment of such a note, must set up that defence in his dispute note or he cannot raise it at the trial except by special order of the judge.

*Morley*, for plaintiff. *St. John*, for defendant.

Full Court.]

VOPIN v. BELL.

[May 6.

*Husband and wife—Liability of wife for goods supplied to household.*

Appeal from verdict of County Court judge holding a married woman living with her husband liable on an account for groceries and meat supplied by the plaintiffs for use in the household on the ground that the plaintiffs had always charged the goods to the wife and rendered the accounts from time to time in her name without objection.

*Held*, that there was nothing in that circumstance to displace